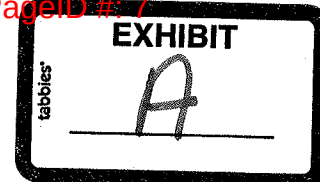




IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI



Judge or Division: REX M BURLISON	Case Number: 2022-CC09548	
Plaintiff/Petitioner: SARAH BROCK	Plaintiff's/Petitioner's Attorney/Address SCOTT LEE KOLKER 7700 BONHOMME AVE STE 350 CLAYTON, MO 63105	
Defendant/Respondent: GEICO CASUALTY COMPANY	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Pers Injury-Vehicular		(Date File Stamp)

Summons in Civil Case

The State of Missouri to: GEICO CASUALTY COMPANY

Alias:

CHLORA LINDLEY-MYERS
DIRECTOR OF INSURANCE
301 W HIGH STREET #530
JEFFERSON CITY, MO 65101

COLE COUNTY, MO

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

August 20, 2020

Date

Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to: _____ (name) _____ (title).

☐ other: _____

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

A copy of the summons and a copy of the petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

IN THE CIRCUIT COURT OF ST. LOUIS CITY
STATE OF MISSOURI

Sarah Brock,)	
)	
Plaintiff,)	
)	Cause No.
v.)	
)	
Geico Casualty Company,)	
)	PERSONAL INJURY
SERVE: Chlora Lindley-Myers)	JURY TRIAL DEMANDED
Director of Insurance)	
301 W. High Street, #530)	
Jefferson City, Missouri 65101)	
)	
Defendant.)	

MEMORANDUM FOR CLERK

Enclosed please find, for filing on behalf of Plaintiff:

1. Filing Fee and Sheriff Fee - \$184.50
3. Plaintiff's Petition

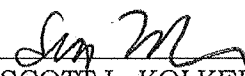
SUMMONS ORDERED TO ISSUE for service upon defendant.

Geico Casualty Company
SERVE: Chlora Lindley-Myers
Director of Insurance
301 W. High Street, #530
Jefferson City, Missouri 65101

PLAINTIFF REQUEST THAT SUMMONS BE RETURNED TO PLAINTIFF'S ATTORNEY FOR FORWARDING TO THE SHERIFF OF COLE COUNTY FOR SERVICE UPON DEFENDANT.

Respectfully submitted,

KOLKER & LABOVITZ

By: 
SCOTT L. KOLKER, #44161
7700 Bonhomme Avenue, Suite 350
Clayton, Missouri 63105
(314) 727-4529 Telephone
(314) 727-8529 Facsimile
Attorney for Plaintiff

IN THE CIRCUIT COURT OF ST. LOUIS CITY
STATE OF MISSOURI

Sarah Brock,)	
)	
Plaintiff,)	
)	Cause No.
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Geico Casualty Company,)	
)	PERSONAL INJURY
SERVE: Chlora Lindley-Myers)	JURY TRIAL DEMANDED
Director of Insurance)	
301 W. High Street, #530)	
Jefferson City, Missouri 65101)	
)	
Defendant.)	

PETITION

Comes Now Plaintiff Sarah Brock, by and through her attorneys, Scott L. Kolker and Kolker & Labovitz, for her claim against Defendant, states as follows:

1. At all times pertinent herein, Interstate 70 near Adams Dairy Parkway, was an open and public street and highway.
2. On or about July 16, 2019, Plaintiff Sarah Brock was operating her vehicle on Interstate 70, at or near its intersection with the Adams Dairy Parkway, when her vehicle was negligently and violently forced off the roadway by a driver of a tractor trailer.
3. The driver of the tractor trailer was negligent and failed to exercise the highest degree of care in one or more of the following respects:
 - a. The driver of the tractor trailer drove at an excessive speed;
 - b. The driver of the tractor trailer knew or, by the use of the highest degree of care, could have known that there was a reasonable likelihood of collision in time thereafter to have stopped, or swerved, or slackened speed, or sounded a warning, or slackened speed and swerved, or slackened speed and sounded a warning, or swerved and sounded a warning, but the tractor trailer failed to do so;
 - c. The driver of the tractor trailer failed to keep a careful lookout;

- d. The driver of the tractor trailer failed to yield the right of way to Plaintiff.

4. Such negligence of the tractor trailer driver, in one or more of the respects submitted above, directly caused or directly contributed to cause Plaintiff Sarah Brock to sustain injuries to her left arm and wrist, neck and back; medical and other health care related expenses have been incurred in connection with said injuries and Plaintiff will in the future incur additional medical care and services; all of the aforesaid injuries are permanent and progressive and greatly interfere with Plaintiff Sarah Brock's ability to enjoy life; she has and will continue to suffer pain and discomfort.

5. On or July 16, 2019, at the time of the collision which is the basis of this lawsuit, a policy or policies of insurance were issued by Defendant bearing policy number 4369-19-36-04 which covered Plaintiff Sarah Brock and was in full force and effect. The policy of insurance provided uninsured vehicle coverage for an insured, including Plaintiff, who sustain injury caused by an accident arising out of the use of an uninsured motor vehicle.

6. The driver of the tractor trailer did not stop and was not located and, therefore, at the time of said collision, was operating an uninsured motor vehicle as defined by the aforementioned insurance policy.

7. Under the provisions of the aforementioned policy, Defendant agreed to pay all sums which the occupant of an insured vehicle might be legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury, sickness or disease sustained by the occupant of the insured vehicle caused by accident and arising out of the ownership, maintenance or use of such uninsured vehicle.

8. All conditions precedent to the obligation of Defendant to pay its obligation under said contract of insurance have been met or satisfied. Plaintiff complied with the terms and conditions of said insurance policy.

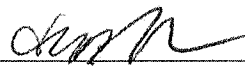
9. Plaintiff Sarah Brock is entitled to additional damages pursuant to Mo.Rev. Stat. §375.420 in that:

- a. Plaintiff had a policy of insurance with Defendant;
- b. Defendant refused to pay Plaintiff her damages under said policy; and
- c. Such refusal was without reasonable cause or excuse.

WHEREFORE, Plaintiff Sarah Brock prays judgment against Defendant for such sums as are fair and reasonable under the circumstances, in an amount in excess of the jurisdictional limits of all inferior trial courts, together with additional statutory damages and for such other relief as may be appropriate under the circumstances.

Respectfully submitted,

KOLKER & LABOVITZ

By: 
SCOTT L. KOLKER, #44161
7700 Bonhomme Avenue, Suite 350
Clayton, Missouri 63105
(314) 727-4529 Telephone
(314) 727-8529 Facsimile

Attorney for Plaintiff